

# **EXHIBIT A**

AriTeman

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2021-08-19

The Honorable Judge Paul Engelmayer  
District Judge  
Southern District of New York  
40 Foley Square, New York, NY 10007

CC: US Attorney Ms. Aubrey Strauss,  
AUSA Mr. Bhatia, AUSA Mr. Gutwillig,  
Southern District of New York;  
Mr. Frisch, Ms. Kellman

United States v. Teman (1:19-cr-00696)

via email (and ECF via the Clerk)  
(Dear Clerk, kindly file this letter to the docket, as I do not have ECF access.)

**RE: New Evidence attached: Proof Soon-Osberger and Hom/Crystal violated their subpoena.  
Motion for Dismissal;  
Alternatively, Rule 33 Motion for New Trial;  
Alternatively, Motion to re-open Discovery.**

Your Honor and Ms. Strauss,

Following my letter to Your Honor and Ms. Strauss earlier today, Ms. Shelly Jenkins Pecot of 18 Mercer Street and I had a phone call today at 2:25PM lasting 38 minutes and 59 seconds. She agreed to (A) forward exculpatory evidence (which she has begun to do, but tells me there is a lot more outstanding), (B) provide a sworn statement including the following facts:

1. I did warn Mercer of the \$18,000 device removal fee
2. I did warn Mercer of the \$10,000 collections fee
3. I did warn Mercer "that there was a 10 year contract and he would put a lien on the building".
4. I did warn Mercer that the contract allows us to draft their account without first invoicing
5. Soon-Osberger and Hom were removed by the new board before the RCCs were drafted.
6. I reaffirmed that GateGuard would enforce the contract as-is.

(The attached messages confirm this, and Jenkins Pecot states she will confirm their veracity in her affidavit.)x

7. That she does not believe I committed a crime and should not go to prison.

To quote one email (EXHIBIT 1, attached):

"10/5 An e-mail from Ari stated that there was a 10 year contract and he would put a lien on the building.

10/22 The next e-mail from Ari stating that **it would cost \$18,000 to disable the device and \$10,000 in collections** if he wasn't paid in full.”

I also attach the breakout thread referenced in my first letter, a thread from 10/22 (EXHIBIT 2, attached), where Margaret Crimmins wrote to Soon-Osberger (On Oct 22, 2018, at 1:40 PM):

“We know who moved it. You told the men working on the lobby to move it. ( they told me) So I guess **you're legally liable.**”

Ms. Jenkins Pecot will affirm in a sworn affidavit that I texted the following which was relayed to the board:

Message by You: The fee for removal in the contract is \$18,000., Tuesday, January 22 2019, 10:52 AM

Message by You: If it involves lawyers there's a fee for that and binding arbitration, Tuesday, January 22 2019, 10:59 AM

Message by Teman: Contract gives us permission to draw the account so we'll do that and send a recee, Thursday, March 14 2019, 10:45 PM

Note that these are the same facts and figures relayed in the EXHIBIT 1 email.

Your Honor and Ms. Strauss will note that Soon Osberger and Crystal Management (Hom's company) were copied on these emails. Hom and Soon Osberger were copied on the email regarding the contract, yet Hom perjured on the stand staying she was not aware of any contract when she filed the affidavit to Signature Bank.

Based on these emails, there can be no *mens rea* that I thought I was not entitled to draft the above fees via RCC. I hid *nothing from the clients*. **I very clearly told the clients we were allowed to draft these fees via RCC, and they very clearly relayed this to each other in the attached emails.** I also very clearly believed that they had reviewed, voted-on, and approved the contract (which, again, I did not “structure” and is a near-identical structure to Airbnb's terms in 2016, because that is why our law firm (GKH) used as a model.)

The board also very clearly believed that Soon-Osberger was “legally liable” for the aforementioned fees. If the Board (Crimmins and Tooker and Pecot) believed Pecot was liable for the device-removal fee, it is obviously reasonable that I believed the client is liable! T

he jury should have seen these emails!

**Now, it is obvious that Ms. Soon-Osberger and Ms. Hom violated their subpoenas, and perjured on the stand. Based on my calls with Ms. Crimmins and Ms. Jenkins Pecot, there is far more outstanding evidence yet to be provided to the defense, intentionally hidden by Soon-Osberger and Hom.** Therefore, a New Trial would be warranted, but pointless -- the Government has no remaining witnesses. Haas perjured and *Gabay conceded this*. Soleimani perjured and violated his subpoena, as is clear in interrogatories and depositions in *GateGate v Goldmont* and he would be destroyed on the stand (We would also call Mr. Howell himself or his attorney!). Soon-Osberger and Hom are out, too. Signature Bank would have to answer why they accepted the affidavit of Hom *when she was not a representative of 18 Mercer Equities*.

I respectfully request (and motion) that this case be dismissed and that I be allowed to reunite with my family.

In the alternative, I motion for a new trial.

In the alternative, I motion for discovery to be re-opened so we may gather the additional documents which Soon-Osberger, Hom, Crystal, Mercer, Solemani, and ABJ failed to provide in defiance of their subpoenas.

Your honor made many statements about me on July 28th, most of which were very kind. Then there were the reasons Your Honor gave for sticking me into confinement for 366 days. Now, from these emails, Your Honor and Ms. Strauss know those to be incorrect assumptions. In fact, I was upfront with customers, and I believed I had the contractual right to draft these RCCs and I told the customers that, *and they told each other that!*

In the interest of Justice, Your Honor and Ms. Strauss, please dismiss this case.

Thank you,

A handwritten signature in grey ink, appearing to read 'Ari Teman', with a wavy, horizontal stroke.

Ari Teman

**EXHIBIT : EMAIL 1**

**(Note that Soon-Osberger and Hom were both copied on this email, yet they did not provide it!)**

----- Forwarded message -----

From: **margaret** <margaret@dogbarksound.com>

Date: Mon, Dec 3, 2018 at 11:44 AM

Subject: Re: How do we resolve this intercom situation?

To: Jackie Monzon <jackie@crystalrmi.com>

Cc: Tracey Tooker <traceytooker@icloud.com>, Bonnie Soon-Osberger <bsoon-osberger@metisource.com>, shp83@hotmail.com <shp83@hotmail.com>, Shelley Pecot <shelly.pecot@gmail.com>, dick <rwien@cbs.com>, robi.buldini@gmail.com <robi.buldini@gmail.com>, Caroline Cabrera <caroline@crystalrmi.com>, Gina Hom <Gina@crystalrmi.com>

By 'the board' so you mean Bonnie and Stephanie? I'm a board member and I have no idea where things stand with the intercom.

**The last communications from Ari Teman:**

10/5 An e-mail from Ari stated that there was a 10 year contract and he would put a lien on the building.

10/22 The next e-mail from Ari stating that it would cost \$18,000 to disable the device and \$10,000 in collections if he wasn't paid in full.

**The last communication from Bonnie.**

10/22 An e-mail to Ari stating that he would hear from our attorney that week

And that's the only information the shareholders have. Are we involved in a lawsuit? Are we working on getting another intercom? Is there some reason the shareholders can't have this information?

Thank you,

Margaret

**EXHIBIT: EMAIL 2 (Soon-Osberger and Crystal were both copied on this email, yet did not provide it!)**

From: Tracey Tooker <[traceytooker@hotmail.com](mailto:traceytooker@hotmail.com)>  
Date: 23 October 2018 at 9:47:47 AM GMT-4  
To: Shelley Pecot <[shelly.pecot@gmail.com](mailto:shelly.pecot@gmail.com)>  
Subject: Fwd: Who moved the intercom at 18 Mercer?

Sent from my iPhone

Begin forwarded message:

From: Margaret <[margaret@dogbarksound.com](mailto:margaret@dogbarksound.com)>  
Date: October 22, 2018 at 9:18:37 PM EDT  
To: Bonnie Soon-Osberger <[bsoon-osberger@metisource.com](mailto:bsoon-osberger@metisource.com)>  
Cc: Stephanie Phillip <[shp83@hotmail.com](mailto:shp83@hotmail.com)>, bonnie soonosberger <[bsoonosberger@gmail.com](mailto:bsoonosberger@gmail.com)>, Mark Osberger <[mark.axisfilms@gmail.com](mailto:mark.axisfilms@gmail.com)>, "Angela Huang" <[ahuang30@gmail.com](mailto:ahuang30@gmail.com)>, <[traceytooker@hotmail.com](mailto:traceytooker@hotmail.com)>, <[rwien@cbs.com](mailto:rwien@cbs.com)>, Roberta Buldini <[robi.buldini@gmail.com](mailto:robi.buldini@gmail.com)>, "Cc: Jackie Monzon" <[jackie@crystalrmi.com](mailto:jackie@crystalrmi.com)>, Archie Davidson <[inchfitness@aol.com](mailto:inchfitness@aol.com)>, <[shelly.pecot@gmail.com](mailto:shelly.pecot@gmail.com)>  
Subject: Re: Who moved the intercom at 18 Mercer?

No response Bonnie?

Sent from my iPhone

On Oct 22, 2018, at 1:40 PM, Margaret <[margaret@dogbarksound.com](mailto:margaret@dogbarksound.com)> wrote:

We know who moved it. You told the men working on the lobby to move it. ( they told me) So I guess you're legally liable.

Sent from my iPhone

On Oct 22, 2018, at 1:14 PM, Bonnie Soon-Osberger <[bsoon-osberger@metisource.com](mailto:bsoon-osberger@metisource.com)> wrote:

All-

Please discard any communication from Ari Teman.

It is unfortunately that he has very bad reputation and it aligns with his behavior to make repeat legal threats

<image004.jpg>

We will take up with our attorney at this point for his advice for laws under consumer protection as his intercom panel is defective.

I believe anyone has direct contact with him before or moving without going through our management will have legal liability or sequence.

Thanks,  
s  
Bonnie

**TEXTS BETWEEN TEMAN AND PECOT**

**(Which Pecot's affidavit will affirm, and which are saved by Google Voice)**

Message by Shelly Pecot 18 Mercer: Unfortunately I am not in a position to move anything as a non board member.

Perhaps you or you attorney can send an email to shareholders. **Is the paper taped up there blocking anything that would make the system not work?** Hopefully they will not sign a new contract until after the annual meeting and the **new board** can work with you to get this fixed. **What do we owe you if we take your system out? Maybe that will shock the shareholders into reliving how stupid this all is!**, Saturday, December 29 2018, 10:12 AM

Message by You: **You owe us \$18,000 and the remainder of the bill,** Saturday, December 29 2018, 10:13 AM

Message by Shelly Pecot 18 Mercer: **I think they are sabotaging your system to get their money back** - so sorry you are entangled in this mess!, Saturday, December 29 2018, 10:17 AM

Message by Shelly Pecot 18 Mercer: Sorry meant to say it could not take my picture but I pretended to be a visitor, **took the photo then answered call on you app and hit unlock. The intercom panel said I could go in but the door was still locked,** Saturday, December 29 2018, 10:23 AM

Message by You: **They likely disconnected the intercom from the physical lock,** Saturday, December 29 2018, 10:38 AM

Message by You: Given they are sabotaging it, Saturday, December 29 2018, 10:38 AM

Message by Shelly Pecot 18 Mercer: I would suspect so, Saturday, December 29 2018, 10:40 AM

Message by Shelly Pecot 18 Mercer: **I'll I can say for sure is that it works now except the camera height is wrong and the door won't unlock. Tracey from 4th F said the contractors doing entry hall Told her that Bonnie has them move it.,** Saturday, December 29 2018, 10:58 AM

Message by Shelly Pecot 18 Mercer: Please only Bcc me on emails. So far **they** don't know it is me forwarding you information, Thursday, January 10 2019, 11:38 AM

Message by Shelly Pecot 18 Mercer: **Margaret says the unit was covered with cardboard** yesterday?, Monday, January 14 2019, 12:27 PM

Message by Shelly Pecot 18 Mercer: Had. Friend take. **She says the unit itself is not there** and they had put cardboard over the hole which has not been taken down, Monday, January 14 2019, 1:47 PM

Message by Shelly Pecot 18 Mercer: Please only Bcc me if you send Email, Monday, January 14 2019, 1:48 PM

Message by Shelly Pecot 18 Mercer: I don't want them to know who is sending you info, Monday, January 14 2019, 1:49 PM

Message by You: no mess. **we have a contract** to keep the intercom alive for 10 years and we'll do it. all good., Monday, January 14 2019, 1:49 PM

Message by You: but **bonnie just cost you guys \$18,000**, Monday, January 14 2019, 1:50 PM

Message by Shelly Pecot 18 Mercer: **No one will say where your intercom is,** Wednesday, January 16 2019, 11:36 AM

Message by Shelly Pecot 18 Mercer: **Not if the board took to down,** Wednesday, January 16 2019, 11:37 AM

Message by Shelly Pecot 18 Mercer: **Which they admit they did,** Wednesday, January 16 2019, 11:37 AM

Message by Shelly Pecot 18 Mercer: **We won the board, trying to find out where your intercom is,** Thursday, January 17 2019, 2:00 PM

Message by Shelly Pecot 18 Mercer: Yes was just told by management that it is in the basement., Tuesday, January 22 2019, 10:48 AM

Message by Shelly Pecot 18 Mercer: I am out of the country but **the exchange I saw was management saying it would be returned to you.** **I've said then we need to work something out with you** but to be honest o have not had access to what has and has not been paid until now., Tuesday, January 22 2019, 10:52 AM

Message by You: **The fee for removal in the contract is \$18,000.,** Tuesday, January 22 2019, 10:52 AM

Message by Shelly Pecot 18 Mercer: **We'll have to talk to our attorney** then and get everyone's side. But let's not get ahead of ourselves, **the new board is getting very different stories from each side.** We need to look at everything, Tuesday, January 22 2019, 10:58 AM

Message by You: If it involves lawyers **there's a fee for that and binding arbitration,** Tuesday, January 22 2019, 10:59 AM

Message by Shelly Pecot 18 Mercer: Quick question, did you interact with Jackie?, Tuesday, January 22 2019, 11:12 AM

Message by You: By email if you mean the manager, Tuesday, January 22 2019, 11:36 AM

Message by Shelly Pecot 18 Mercer: Yes the manager -, Tuesday, January 22 2019, 11:44 AM

Message by You: Yes and **she was also made aware if the contract terms.** Tuesday, January 22 2019, 11:44 AM

Message by Shelly Pecot 18 Mercer: **She claims she had no Interaction with you. Anything you can forward to show otherwise would be helpful,** Tuesday, January 22 2019, 11:46 AM

Message by Shelly Pecot 18 Mercer: Yes on better management!, Tuesday,



January 22 2019, 11:46 AM

Message by You: Many emails with her and her company, Tuesday,

January 22 2019, 12:30 PM

Message by You: And screenshots of Sandy at the device, Tuesday,

January 22 2019, 12:30 PM

Message by You: I have a contract I'll enforce, Thursday, March 14 2019, 10:27 PM

Message by You: There's a few for removing our device and disabling it. It's in your contract. We provide the device with a contract that we'll be paid monthly for years, Thursday, March 14 2019, 10:40 PM

Message by You: And if you remove the device you have to pay the removal fee, Thursday, March 14 2019, 10:40 PM

Message by You: I was very very clear about this in multiple emails, Thursday, March 14 2019, 10:41 PM

Message by You: Gave you guys very clear warnings, Thursday, March 14 2019, 10:41 PM

Message by You: Nope. Nothing to deal with. You already voted to approve our contract and I've got that in writing, too, from her, Thursday, March 14 2019, 10:44 PM

Message by You: Contract gives us permission to draw the account so we'll do that and send a reece, Thursday, March 14 2019, 10:45 PM

Message by Shelly Pecot 18 Mercer: And I was involved in your contract, Thursday, March 14 2019, 10:46 PM

Message by You: Your board was. Not my issue who is on the board now.

Your building has a contract with us,

Thursday, March 14 2019, 10:46 PM

Message by You: There's no negotiating. You have an exclusive agreement with us for ten years, and there's a removal fee. We have the right to draw the account. We also have the right to remove any other access control, Friday, March 15 2019, 11:32 AM

(All emphasis (highlighting or bold/underline) added to aid readability.)